

PTO/SB/80 (04-05)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

44955

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

44955

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Email

Assignee Name and Address:

Mobius Technologies, Inc.
355-D Crown Point Circle
Grass Valley, California 95945

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	10-25-05
Name	Dean Rudney	Telephone	530-477-1691
Title	CEO		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

BEST AVAILABLE COPY



VIA EXPRESS MAIL NO. EV 687 138 752 US

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Robert Donald Villwock et al.

Application No./Patent No.: 10/649,593

Filed/Issue Date: August 27, 2003

Entitled: Process for Pulverization of Polyurethane-Containing Materials

Mobius Technologies, Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

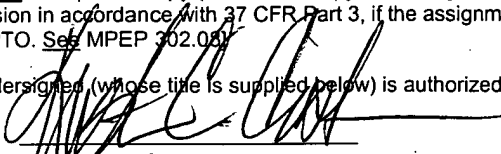
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.02.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
Kristin C. Castle, Reg. No. 47,208
Printed or Typed Name

Attorney for Assignee

Title

March 10, 2006

Date

415-954-0235

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Attorney Docket: 85639.7

ASSIGNMENT

(1-8) Insert Name(s) of Inventor(s) (1) Robert Donald Villwock

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree(s) to assign, hereby do(es) assign, transfer and set over to:

- (9) Insert Name of Assignee (9) Mobius Technologies, Inc.
- (10) Insert State of Incorporation of Assignee (10) California
- (11) Insert Address of Assignee (11) of: 355-D Crown Point Circle, Grass Valley, California, 95945 (hereinafter designated as the Assignee) the entire worldwide right, title, interest, and patent applications and patents for every country, including divisions, reissues, continuations and all other extensions, rights and priorities in the invention known as and related to
- (12) Insert Identification of Invention, such as Title, Case Number or Foreign Application Number (12) Process For Pulverization Of Polyurethane-Containing Materials
(Case No. 85639.7) (Serial No. 10/649,593) for which the undersigned has (have) executed an application for patent in the United States of America
- (13) Insert Date of Signing of Application (13) on January 14, 2004
- 1) The undersigned agree(s) to execute all papers necessary in connection with the application and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.
- 2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

ATTORNEY DOCKET: 85638.1

- 5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and the duly constituted authorities of foreign countries to issue any and all Letters Patents resulting from said application or any division or divisions or continuing or reissue applications thereof to the said Assignee, its successors and assigns, as Assignee of the entire right, title and interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute any agreement in conflict herewith.

- 6) *The undersigned hereby grant(s)*


The practitioners associated with the Customer Number

44955

the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date FEB. 9, 2006

Name of Inventor


Robert Donald Villwock

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into on December 12, 2002, between MOBIUS TECHNOLOGIES, INC., a California corporation ("Mobius"), and BRYAN MARTEL, an individual ("Martel")

RECITALS

WHEREAS, Martel and Mobius entered into that certain Assignment Agreement, dated as of March 8, 2000 (the "Prior Agreement"), pursuant to which Martel memorialized his assignment to Mobius on December 1, 1997, of all of Martel's right, title and interest in the intellectual property that he developed in the field of polyurethane recycling; and

WHEREAS, the parties wish to clarify and supplement the Prior Agreement, as more fully set forth herein:

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** To the extent that he has not done so prior to the date hereof, Martel hereby irrevocably assigns, transfers, and sets over to Mobius, its successors and assigns all worldwide right, title and interest that Martel may have in and to any inventions, improvements, modifications, enhancements, discoveries, methods, processes, compositions of matter, technology, works of authorship, designs, drawings, schematics and know-how, whether or not patentable, useful in and/or relating to the field of urethane recycling (the "Assigned Property"), together with all rights that Martel may have or acquire to sue and recover damages for past, present and/or future infringements, violations and/or misappropriation of the Assigned Property, and together with all proprietary and other rights that Martel may have or hereafter acquire that are secured by, comprised in or arising under the Assigned Property.
2. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles.
3. **Entire Agreement.** This Agreement and the Prior Agreement constitute the whole agreement of the parties hereto with respect to the subject matter hereof, and merge all prior agreements, promises, representations and undertakings referred to herein and therein.

IN WITNESS WHEREOF, Martel has executed, and Mobius has caused its duly authorized representative to execute, this agreement as of the date first above written.

MOBIUS TECHNOLOGIES, INC.

B. Martel

Bryan Martel

By: B. Martel

Bryan Martel, President

MOBIUS TECHNOLOGIES, INC.

**PROPRIETARY INFORMATION, TRADE SECRET
AND CONFIDENTIALITY AGREEMENT**

Employee Name: BRYAN WANTED

I recognize that Mobius Technologies, Inc. (the "Company") is engaged in a continuous program of research, development, design and production respecting its business, including, without limitation, the research, development, design and production of recycling technologies. I understand that as part of my employment relationship with the Company, I am or may be expected to make new contributions and inventions of value to the Company. I also understand that my employment relationship with the Company creates a relationship of confidence and trust between me and the Company with respect to any information relating to the business of the Company or learned by me in the context of my Employment.

In consideration of my employment or continued employment by the Company, and the compensation received by me from the Company, I acknowledge, represent and agree to and with the Company as follows.

1. With respect to my prior activities:

(a) I have no continuing obligations with respect to any Inventions (as defined on Exhibit A hereto) of any other party;

(b) I have not made, conceived or reduced to practice any Inventions relating to the current or potential business of the Company or the scope of my employment, either separately or jointly with others, which have not been assigned to the Company, except as provided on Exhibit B attached hereto (if no entry is made on Exhibit B, the entry shall be "none");

(c) I have not brought any confidential materials, confidential information or trade secrets of a former employer or other third party that are not generally available to the public unless I have obtained expressed written consent of such former employer or third party, and I will not disclose to the Company or induce the Company to use any Invention, trade secret or confidential information belonging to a former employer or other third party;

(d) I am not a party to any other agreement which will interfere with my full compliance with the terms of this Agreement; and

(e) In order to facilitate the complete and accurate disclosure described in this Section, I shall maintain complete written records of all Inventions or other discoveries made by me during my employment, which records shall be the property of the Company.

2. With respect to Inventions conceived, made, learned or reduced to practice by me, alone or with others, during my employment with the Company (either prior to or after the date hereto), which are related to or useful in the current or potential business of the Company, result from the tasks assigned me by the Company or result from the use of any facilities or equipment of the Company:

(a) I shall disclose such Inventions promptly to the Company, whether or not I consider them patentable;

(b) Such Inventions are the sole property of the Company and I hereby assign to the Company any rights I have or may acquire in any Inventions;

(c) I shall assist the Company in obtaining patent, copyright and trademark protection in all countries, including the execution of patent applications and other documents, vesting title with the Company; and

(d) I shall execute all such documents and take such further action as may be reasonably requested by the Company to effect the intention of this Section 2.

(e) In order to facilitate the complete and accurate disclosure described in this Section, I shall maintain complete written records of all Inventions or other discoveries made by me during my employment, which records shall be the property of the Company.

3. I understand and agree that no rights are hereby assigned in any Inventions which qualify fully under the provisions of California Labor Code Section 2870, the terms of which have been set forth on Exhibit C to this Agreement.

4. During my employment by the Company or any time thereafter I shall not, either directly or indirectly, use (other than in the performance of my duties to the Company) or disclose to any person, firm or corporation any Confidential Information (as defined on Exhibit A hereto). I further agree not to make copies of such Confidential Information, except as may be expressly authorized by the Company.

5. All documents and materials pertaining to the business of or my employment with the Company made by me or that come into my possession during my employment with the Company are the property of the Company. Upon termination of my employment, or upon earlier request of the Company, I will deliver to the Company all such documents and materials in my possession or in my control, including all forms of Confidential Information, and I will not allow any third party to take or use any of the foregoing.

6. I acknowledge and agree that I am an at-will employee of the Company and further agree that nothing in this Agreement or otherwise shall impair my right or the right of the Company to terminate my employment for any reason or no reason, with or without cause or prior notice.

7. During my employment by the Company, I agree not to plan or otherwise take any preliminary steps, either alone or in concert with others, to set up or engage in any business enterprise that would be in competition with the Company.

8. (a) This Agreement shall be construed under and according to the internal laws, and not the laws of conflicts, of the state of California.

(b) In the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable or otherwise invalid as written, the same shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions of this Agreement.

(c) This Agreement contains the sole and entire agreement and understanding between the Company and myself with respect to the subject matter hereof, and supersedes and replaces any prior agreements to the extent any such agreement is inconsistent with this Agreement. This Agreement can be amended, modified or changed in whole or in part only by a written agreement signed by the Company and myself.

(d) I agree that in addition to any rights and remedies that the Company may have, the Company shall have the right to obtain such equitable relief as may be permitted by law in a court of competent jurisdiction including, without limitation, injunctive relief from any breach by me of any term or provision of this Agreement.

10. Upon termination of my services to or employment with the Company, I shall sign and deliver the "Termination Statement" attached hereto as Exhibit D. My failure to sign such Termination Statement, however, shall not affect my obligations under this Agreement.

I hereby acknowledge my agreement to the above by executing my name below.

Dated: 3/7, ~~2004~~

BRYAN MARTEL
Signature of Employee

BRYAN MARTEL
Print Name of Employee

Acknowledged and Accepted by:

MOBIUS TECHNOLOGIES, INC.

By

Title

[Signature]
Secretary

EXHIBIT A

"Inventions" Defined

For the purpose of this Agreement, "Invention" shall be defined to include, without limitation, any inventions, formulae, techniques, discoveries, developments, designs, contributions, ideas, improvements, know-how, negative know-how, data, new machines, manufacturing processes or methods, original writings, software programs, processes, uses, apparatus, compositions of matter, copyrights, trademarks, designs or configurations of any kind, whether or not patentable or registrable under patent, copyright or similar statutes, conceived, made, learned or reduced to practice by me, either alone or jointly with others, or any improvements to any of the above.

"Confidential Information" Defined

For purposes of this Agreement, "Confidential Information" shall mean any trade secrets or other information relating to the business of the Company, or of any customer or supplier of the Company, that has not been previously publicly released by duly authorized representatives of the Company. By way of illustration, but not limitation, Confidential Information shall include trade secrets, processes, formulae, ideas, inventions, improvements, know-how, negative know-how, techniques, drawings, designs, original writings, software programs, plans, proposals, marketing and sales plans, financial information, cost or pricing information, customer or supplier lists, blueprints, specifications, promotional ideas, and all other concepts, information or ideas related to the present or potential business of the Company.

EXHIBIT B

**Ideas, Inventions and Improvements Outside
the Scope of the Agreement**

None.

EXHIBIT C

California Labor Code Section 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT D

**Proprietary Information
and Confidentiality Agreement**

Termination Statement

I hereby acknowledge and represent to and agree with the Company as follows:

1. When I signed the attached Employee Proprietary Information, Trade Secret and Confidentiality Agreement (the "Agreement"), I read and understood the terms of the Agreement.

2. I have fully complied with the terms of the Agreement including, without limitation, the disclosure and assignment to the Company of any Inventions covered by that Agreement, and the return of any documents and other materials of any nature pertaining to my employment with the Company.

3. I hereby acknowledge and agree to comply with my continuing obligations under the Agreement.

Dated: _____ DA

Signature of Employee

Print Name of Employee

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☒ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☒ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER: _____**

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.